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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
VELMA CASTON,

Plaintiff,

07 CIV 8768 (RWS)

-against-

ANSWER

CIVIC CENTER MOTORS, LTD. d/b/a WHITE PLAINS
HONDA and AMERICAN HONDA FINANCE
COMPANY,

Defendants.

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Defendant, American Honda Finance Company ("AHFC"), through its attorneys, Bonnist & Cutro, LLP, as and for its answer to the Complaint states as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.
3. Denies each and every allegation contained in paragraph 3 of the Complaint, except admits that AHFC is a California corporation authorized to do business in the State of New York.
4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 4 and 5 of the Complaint, and respectfully refers all issues of law to this Court for determination.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint.

6. Denies each and every allegation contained in paragraph 7 of the Complaint, and respectfully refers this Court to the referenced document, which is annexed to Plaintiff's Complaint as Exhibit "A", for a more complete statement of its content.

7. Denies each and every allegation contained in paragraph 8 of the Complaint.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint, and respectfully refers all issues of law to this Court for determination.

ANSWERING COUNT I

9. Defendant AHFC repeats and reiterates each and every response to the allegations contained in paragraphs 1 through 9 of the Complaint, as same are realleged in paragraph 10 of the Complaint.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint, except admits that AHFC is in the business of financing Honda vehicles.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint and respectfully refers this Court to the referenced document, which is annexed to Plaintiff's Complaint as Exhibit "B", for a more complete statement of its content.

12. Denies each and every allegation contained in paragraph 13 of the Complaint, and respectfully refers all issues of law to this Court.

13. Denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 14 and 15 of the Complaint.

14. Denies each and every allegation contained in paragraph 16 of the Complaint.

15. Denies knowledge or information sufficient to form a belief as to truth of the allegations contained in paragraph 17 of the Complaint.

16. Denies each and every allegation contained in paragraph 18 of the Complaint.

ANSWERING COUNT II

17. Defendant AHFC repeats and reiterates each and every response to the allegations contained in paragraphs 1 through 18 of the Complaint, as same are realleged in paragraph 19 of the Complaint.

18. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint, and respectfully refers all issues of law to this Court for determination.

19. Denies each and every allegation contained in paragraphs 21, 22, 23, 24, and 25 of the Complaint.

ANSWERING COUNT III

20. Defendant AHFC repeats and reiterates each and every response to the allegations contained in paragraphs 1 through 25 of the Complaint, as same are realleged in paragraph 26 of the Complaint.

21. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint, and respectfully refers this Court to the referenced document, which is annexed to Plaintiff's Complaint as Exhibit "A", for a more complete statement of its content.

22. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

23. Plaintiff's claims are barred by the doctrine of estoppel.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

24. Plaintiff's claims are barred because Plaintiff failed to exhaust her administrative remedies.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

25. Plaintiff's claims are barred by the doctrine of waiver.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

26. Plaintiff fails to state a cause of action upon which relief can be granted.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

27. Plaintiff's claims are barred because all implied warranties were conspicuously disclaimed.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

28. Plaintiff's claims are barred by the terms and disclosures of the contracts executed by Plaintiff.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

29. Plaintiff's claims are barred by the doctrine of bona fide error pursuant to 15 U.S.C. § 1640(c).

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

30. Plaintiff's claims are barred by the doctrine of subsequent disclosure pursuant to 15 U.S.C. § 1634.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

31. Plaintiff's potential damages under her TILA claim is limited to a maximum of \$2,000 exclusive of costs and fees.

WHEREFORE, Defendant, AHFC, through its attorneys, Bonnist & Cutro, LLP, hereby requests that the complaint be dismissed in its entirety, and for such other and further relief as it deems just and appropriate.

Dated: Rye Brook, New York
November 19, 2007

BONNIST & CUTRO, LLP

By: 

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